

## **REQUEST FOR PROPOSALS**

- 23. Award RFP-4224-04/TLR – Prosecution Alternative for Youth Program Counseling Agreements (PAY Counselors Program) to Another Chance Counseling Center, Winter Park; Central Florida Psychological Services; Sanford; Eddie DelValle, Orlando; Families in Recovery, Longwood; Human Services and Resources, Longwood; Quest Counseling Centre, Altamonte Springs; and Robert Tango, PhD, PA, Lake Mary (Not to Exceed \$62,000.00 per year).**

RFP-4224-04/TLR will provide the Seminole County PAY Program with Professional Counseling Services to perform Drug/Alcohol Assessment; Drug/Alcohol Counseling (individual, family, group); Urinalysis; Mental Health Assessment; Mental Health Counseling (individual, family); Career/Vocational Assessment/Counseling; and Other Special Programs, Group Counseling, Etc.

The project was publicly advertised and the County received seven (7) responses. The Evaluation Committee comprised of Jean Jeffcoat, PAY Manager; Lisa Turner, Sr. Coordinator; Deborah Hughes, PAY Officer; and Toni Haynes; PAY Officer, reviewed the submittals. Consideration was given to the qualifications of the firm/individuals, experience in similar work, relevant confirmation of references and the ability of each firm to perform the required services.

The Evaluation Committee recommends that the Board award a contract to each of the seven (7) Proposers:

- Another Chance Counseling Center
- Central Florida Psychological Services
- Eddie Del Valle, TBC Productions
- Families in Recovery
- Human Services and Resources
- Quest Counseling Centre
- Robert Tango, PhD, PA

The estimated amount for these services is \$62,000.00 per year. This is a budgeted project and funds are available in account number 065900-53034000 (PAY/Alternatives/Youth, Contracted Services). Community Services/PAY and Fiscal Services/Purchasing and Contracts Division recommend that the Board award and authorize the Chairman to execute the agreements as prepared by the County Attorney's Office.



<b>REVISED</b>
<b>B.C.C. - SEMINOLE COUNTY, FL</b>
<b>RFP TABULATION SHEET</b>

ALL RFP'S ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. RFP DOCUMENTS FROM THE CONSULTANTS LISTED HEREIN ARE THE ONLY RFP'S RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER RFP DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

RFP NUMBER: RFP-4224A-04/TLR

RFP TITLE: P.A.Y. Counselors Program

PAGE: 1 of 1

REVISED DUE DATE: August 25, 2004 PM.

	Response 1	Response 2	Response 3	Response 4
Firm	<p>Another Chance Counseling Cntr 709 Executive Drive Winter Park, FL 32789</p> <p>Fran Conti, Exe. Dir (407) 629-6167 Ph. (407) 629-1731 Fax</p>	<p>Eddie DelValle P. O. Box 616772 Orlando, FL 32861</p> <p>Eddie DelValle 407 342-4956 Ph.</p>	<p>Human Srvs Resources &amp; Assoc. 851 SR 434 E, Ste. 136 Longwood, FL 32750</p> <p>Phyllis Oliva, President (407) 767-0039 Ph. (407) 767-7490 Fax.</p>	<p>Quest Counseling Centre 401 Center Pointe Cir, Suite 1459 Altamonte Springs, FL 32701</p> <p>Luis A. Delgado, Exe. Dir (407) 331-7199 Ph. (407) 331-7299 Fax</p>
Submittals	Yes	Yes	Yes	Yes

	Response 5	Response 6	Response 7	
Firm	<p>Central Florida Psychological Services 200 N. Park Ave. Sanford, FL 32771</p> <p>Susan Sult, Ph.D. 407 330-0418 Ph. 407 321-0059 Fx.</p>	<p>Families in Recovery 282 Short Ave., Ste. 116 Longwood, FL 32750</p> <p>Anne B. Rufiange, M. Ed. 407 260-1165 Ph. 407 260-0980 Fx.</p>	<p>Tango, Robert A. PO Box 2677 Lake Mary, FL 32795</p> <p>Robert A. Tango, CEO 407 829-4036 Ph. 407 328-2231 Fx.</p>	
Submittals	Yes	Yes	Yes	

OPENED and TABULATED BY: T. Roberts, CPPB  
RECOMMENDATION OF AWARD:



**COMMUNITY SERVICES DEPARTMENT**



**PROSECUTION ALTERNATIVES FOR YOUTH**

**MEMORANDUM**

Date: October 18, 2004  
To: Tammy Roberts, CPPB, Contracts Analyst  
From: Jean Jeffcoat, P.A.Y. Division Manager  
Subject: RFP-4224-04/TLR- P.A.Y. Counselors  
RFQ-4224A-04/TLR-P.A.Y. Counselors

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The review committee has met and determined the following agencies acceptable to provide counseling services for clients of the Prosecution Alternatives for Youth (P.A.Y.) Program.

Please prepare the appropriate documents for the following:

Another Chance Counseling Center  
Central Florida Psychological Services  
Families in Recovery  
Human Services and Resources & Associates  
Quest Counseling Centre  
Robert Tango, PhD, PA  
Eddie Del Valle, TBC Productions

Thanks for your assistance. Please advise if further information is required.



DRAFT

**PROSECUTION ALTERNATIVES FOR YOUTH PROGRAM COUNSELING AGREEMENT**

**RFP-4224-04/TLR**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between \_\_\_\_\_, duly authorized to conduct business in the State of Florida, whose address is \_\_\_\_\_, hereinafter called the "COUNSELOR" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

**W I T N E S S E T H:**

**WHEREAS**, the COUNTY desires to retain the services of competent and qualified counselors to perform counseling services for the COUNTY's Prosecution Alternatives For Youth Program in Seminole County which is funded by the COUNTY and the State of Florida; and

**WHEREAS**, the COUNTY has requested and received expressions of interest for the retention of services of counselors; and

**WHEREAS**, COUNSELOR is competent and qualified to furnish counseling services to the COUNTY and desires to provide its professional services according to the terms and conditions stated herein,

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth herein, COUNTY and COUNSELOR agree as follows:

**SECTION 1. SERVICES.** COUNTY does hereby retain COUNSELOR to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto and incorporated herein as Exhibit "A".

**SECTION 2. AUTHORIZATION FOR SERVICES.** Authorization for performance of professional services by the COUNSELOR under this



Agreement shall be in the form of written Notice to Proceed issued and executed by the COUNTY.

**SECTION 3. FIXED FEE COMPENSATION AND PAYMENT.**

(a) The COUNTY agrees to compensate COUNSELOR for the professional services called for under this Agreement an hourly rate in the amount of \_\_\_\_\_ DOLLARS (\$\_\_\_\_) per one (1) hour counseling session. The COUNSELOR shall be compensated for actual hours of counseling provided up to a maximum of \_\_\_\_\_ DOLLARS (\$\_\_\_\_) per client per case.

(b) Payments shall be made to COUNSELOR when requested as work progresses for services furnished, but not more than once monthly.

**SECTION 4. BILLING AND PAYMENT.**

(a) COUNSELOR shall render to the COUNTY, at the close of each calendar month, an itemized invoice, properly dated, describing the services rendered, the cost of services, the name and address of COUNSELOR, Contract number, and all other information required, if any, by this Agreement.

The original invoice shall be sent to:

Director of County Finance  
Seminole County Board of County Commissioners  
P.O. Box 8080  
Sanford, Florida 32772

A duplicate copy of the invoice shall be sent to:

Prosecution Alternatives for Youth Division Director  
Juvenile Justice Center  
190 Bush Boulevard  
Sanford, Florida 32773

**SECTION 5. GENERAL TERMS OF PAYMENT AND BILLING.**

(a) Upon satisfactory completion of work required hereunder and, upon acceptance of the work by COUNTY, COUNSELOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement. COUNTY shall pay COUNSELOR within thirty (30) days of



receipt of such invoice.

(b) COUNTY may perform or have performed an audit of the records of COUNSELOR after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to COUNSELOR and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to COUNSELOR may be determined subsequent to an audit as provided for in subsection (b) and of this subsection, and the total compensation so determined shall be used to calculate final payment to COUNSELOR. Conduct of this audit shall not delay final payment as required by Section 5(b).

(c) The COUNSELOR agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at COUNSELOR's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment, but within the period provided in subsection (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, COUNSELOR shall refund such overpayment to COUNTY within thirty (30) days of notice by the COUNTY.

#### **SECTION 6. RESPONSIBILITY OF COUNSELOR.**

(a) COUNSELOR shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished by COUNSELOR under this Agreement. COUNSELOR shall, without additional compensation, correct or revise any errors or deficiencies in his services.



(b) Neither the COUNTY'S review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the COUNSELOR shall be and remain liable to the COUNTY in accordance with applicable law for all damages to the COUNTY caused by the COUNSELOR'S performance of any of the services furnished under this Agreement.

**SECTION 7. OWNERSHIP OF DOCUMENTS.** All deliverable reference data, survey data, plans and reports that result from the COUNSELOR's services under this Agreement shall become the property of the COUNTY after final payment for the specific service provided is made to COUNSELOR. No changes or revisions to the documents furnished by COUNSELOR shall be made by COUNTY or its agents without the written approval of COUNSELOR.

**SECTION 8. TERM.** This Agreement shall take effect upon execution of the Agreement by the parties and shall remain in effect for one (1) year. The Agreement shall be renewable at the option of the COUNTY for two (2) consecutive periods each not to exceed one (1) year.

**SECTION 9. TERMINATION.**

(a) The COUNTY may, by written notice to the COUNSELOR, terminate this Agreement, in whole or in part, at any time, either for the COUNTY's convenience or because of the failure of the COUNSELOR to fulfill COUNSELOR's Agreement obligations. Upon receipt of such notice, the COUNSELOR shall:

(1) immediately discontinue all services affected unless the notice directs otherwise, and

(2) deliver to the COUNTY all plans, studies, reports, estimates, summaries, and such other information and materials as may have been accumulated by the COUNSELOR in performing this Agreement,



whether completed or in process.

(b) If the termination is for the convenience of the COUNTY, the COUNSELOR shall be paid compensation for services performed to the date of termination. COUNSELOR shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by the Agreement.

(c) If the termination is due to the failure of the COUNSELOR to fulfill his Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, the COUNSELOR shall be liable to the COUNTY for reasonable additional costs occasioned to the COUNTY thereby. The COUNSELOR shall not be liable for such additional costs if the failure to perform the Agreement arises out of causes beyond the control and without the fault or negligence of the COUNSELOR. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of the COUNSELOR.

(d) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that the COUNSELOR had not so failed, the termination shall be deemed to have been effected for the convenience of the COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of the COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

**SECTION 10. EQUAL OPPORTUNITY EMPLOYMENT.** COUNSELOR agrees that it will not discriminate against any employee or applicant for



employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**SECTION 11. NO CONTINGENT FEES.** COUNSELOR warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the COUNSELOR, to solicit or secure this Agreement and that COUNSELOR has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bonafide employee working solely for COUNSELOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

**SECTION 12. CONFLICT OF INTEREST.**

(a) The COUNSELOR agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY.

(b) The COUNSELOR agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate



the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that COUNSELOR causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, the COUNTY shall have the right to terminate this Agreement.

**SECTION 13. ASSIGNMENT.** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

**SECTION 14. SUBCONTRACTORS.** In the event COUNSELOR, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with service covered by this Agreement, COUNSELOR must secure the prior written approval of the COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, COUNSELOR shall remain fully responsible for the services of subcontractors or other professional associates.

**SECTION 15. INDEMNIFICATION OF COUNTY.** COUNSELOR shall indemnify and hold harmless COUNTY, its officers, agents, and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of, allegedly arising out of, or related to the performance of services under this Agreement by COUNSELOR, its officers, agents or employees.

**SECTION 16. INSURANCE.**

(a) General. The COUNSELOR shall at the COUNSELOR's own cost, procure the insurance required under this Section.

(1) The COUNSELOR shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the



insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability and Commercial General Liability). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the COUNSELOR, the COUNSELOR shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, the COUNSELOR shall, at the option of the COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

(3) In addition to providing the Certificate of Insurance, if required by the COUNTY, the COUNSELOR shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the COUNTY or failure to disapprove the insurance furnished by COUNSELOR shall relieve the COUNSELOR of the COUNSELOR's full responsibility for performance of any obligation including COUNSELOR's indemnification of COUNTY under this Agreement.



(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the COUNSELOR shall, as soon as the COUNSELOR has knowledge of any such circumstance, immediately notify the COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the COUNSELOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the COUNSELOR shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of the COUNSELOR, the COUNSELOR shall, at the COUNSELOR's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth



in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the COUNSELOR and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) COUNSELOR's insurance shall cover the COUNSELOR and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The COUNSELOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the COUNSELOR and its subcontractors is outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:



\$ 100,000.00	(Each Accident)
\$ 100,000.00	(Disease-Policy Limit)
\$ 100,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) The COUNSELOR's insurance shall cover the COUNSELOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by the «CONTRACTORTYPE» (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

LIMITS

General Aggregate	\$Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$300,000.00
Each Occurrence Limit	\$300,000.00

(3) Professional Liability Insurance. The COUNSELOR shall carry limits of not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00).

(d) Coverage. The insurance provided by COUNSELOR pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the COUNTY or the COUNTY's officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of the COUNSELOR.

(e) Occurrence Basis. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The



Professional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve the COUNSELOR, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

**SECTION 17. ALTERNATIVE DISPUTE RESOLUTION (ADR) .**

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY ADR procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY ADR procedures for proper invoice and payment disputes are set forth in Section 55.1, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement and ADR procedures therefor are set forth in Section 220.102, "Contract Claims," Seminole County Code.

(b) COUNSELOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY ADR procedures set forth in subsection (a) above of which the COUNSELOR had knowledge and failed to present during the COUNTY ADR procedures.

(c) In the event that COUNTY ADR procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary



mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

**SECTION 18. REPRESENTATIVE OF COUNTY AND COUNSELOR.**

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon request by COUNSELOR, shall designate in writing and shall advise COUNSELOR in writing of one (1) or more COUNTY employees to whom all communications pertaining to the day-to-day conduct of the Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define the COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) COUNSELOR shall, at all times during the normal work week, designate or appoint one or more representatives of COUNSELOR who are authorized to act on behalf of COUNSELOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually advised of such designation.

**SECTION 19. ALL PRIOR AGREEMENTS SUPERSEDED.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are not commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

**SECTION 20. MODIFICATIONS, AMENDMENTS OR ALTERATIONS.** No modification, amendment or alteration in the terms or conditions



contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**SECTION 21. INDEPENDENT CONTRACTOR.** It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of copartners between the parties, or as constituting the COUNSELOR including its officers, employees, and agents, the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The COUNSELOR is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

**SECTION 22. EMPLOYEE STATUS.** Persons employed by the COUNSELOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY's officers and employees either by operation of law or by the COUNTY and shall for no purpose be considered employees of COUNTY.

**SECTION 23. SERVICES NOT PROVIDED FOR.** No claim for services furnished by the COUNSELOR not specifically provided for herein shall be honored by the COUNTY.

**SECTION 24. PUBLIC RECORDS LAW.** COUNSELOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. COUNSELOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

**SECTION 25. NOTICES.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by



certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

**FOR SEMINOLE COUNTY:**

Prosecution Alternatives for Youth Division Director  
Juvenile Justice Center  
190 Bush Boulevard  
Sanford, Florida 32771

**FOR COUNSELOR:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SECTION 26. RIGHTS AT LAW RETAINED.** The rights and remedies of the COUNTY, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

**IN WITNESS WHEREOF,** the parties hereto have made and executed this Agreement for the purposes stated herein.



\_\_\_\_\_  
Witness

By: \_\_\_\_\_

\_\_\_\_\_  
Witness

Date: \_\_\_\_\_

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
DICK VAN DER WEIDE, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.  
Approved as to form and  
legal sufficiency.

As authorized for execution by  
the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_,  
regular meeting.

\_\_\_\_\_  
County Attorney

AC/lpk  
10/8/01

Attachment:

Exhibit A - Scope of services